

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

IN RE:

**BILL JOE SLAUGHTER
AKA JOE SLAUGHTER,**

DEBTOR.

**Case No.: BK-15-11444-R
Chapter 7**

**AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT
OF PROPERTY AND NOTICE OF OPPORTUNITY FOR HEARING**

U.S. BANK NATIONAL ASSOCIATION, (hereinafter “Movant”) and pursuant to the provisions of 11 U.S.C. §§361, 362 and 554, moves the Court to grant it relief from the automatic stay and order of abandonment of the subject property. In support of its Motion, Movant alleges and states as follows:

1. Bill Joe Slaughter, the debtor, for good and valuable consideration, made, executed and delivered to 1st Bank Oklahoma a certain promissory note dated May 17, 2010 in the original principal amount of \$261,478.00 (the “Note”). A true copy of said note is hereto attached, and made a part hereof.

2. As a part of the same transaction, and to secure the payment of the Note and the indebtedness represented thereby, Bill Joe Slaughter and Dena Marie Slaughter, being then the owners of the real estate hereinafter described, made, executed and delivered to 1st Bank Oklahoma a real estate mortgage also dated May 17, 2010, and recorded on May 18, 2010 at Book 2103 Page 305 in the Rogers County Records (the “Mortgage”), encumbering the following described real estate situated in Rogers County, State of Oklahoma, to-wit:

The North 302.60 feet of Lot 22 of MEADOWRIDGE ESTATES, a Subdivision in Section 36, Township 21 North, Range 16 East of the I.B. & M., Rogers County, Oklahoma, according to the recorded plat thereof.
a/k/a 24462 S Meadow Circle Rd, Claremore, OK 74019;

The Mortgage also encumbers the buildings, improvements, appurtenances, hereditaments, and all other rights thereunto appertaining or belonging, and all fixtures then or thereafter attached or used in connection with said premises. A true and correct copy of said mortgage is attached hereto, and made a part hereof.

3. 1st Bank Oklahoma endorsed the note to U.S. Bank N.A. U.S. Bank N.A. endorsed the note to “blank” making it a bearer Note. As the holder of the Note, Movant is duly authorized to request the relief sought in the Motion.

4. Sufficient cause exists under 11 U.S.C. §362(d) to grant the relief requested by Movant. First, Debtor has defaulted on the terms of the Note and Mortgage. As of October 7, 2015, the loan is due August 1, 2014, and subsequent payments with an outstanding principal balance of \$245,779.02 plus accruing interest, attorney fees, costs and expenses, and other allowable charges. Movant’s interest in the property is not adequately protected.

5. Movant will suffer irreparable injury, loss and damage unless the automatic stay is terminated so as to permit Movant to commence with foreclosure action.

6. Because there is no equity in the subject property, it is burdensome and of inconsequential value to the estate.

7. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary, or the assignee of the mortgage or deed of trust.

NOTICE OF OPPORTUNITY FOR HEARING

Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Northern District of Oklahoma, 224 South Boulder, Tulsa, Oklahoma 74103 no later than 14 days from the date of the filing of this request for relief. You should also serve a file-stamped copy of your response or objection to the undersigned movant/movant's attorney [and others who are required to be served] and file a certificate of service with the Court. If no response or objection is timely filed, the Court may grant the requested relief without a hearing or further notice. **The 14 day period includes the 3 days allowed for mailing provided for in Rule 9006(f) Fed. R. Bankr. Proc.**

WHEREFORE, Movant prays this Court enter an Order vacating or modifying the automatic stay herein; directing the Trustee herein to abandon the mortgaged property; and for such further relief as this Court deems appropriate.

U.S. BANK NATIONAL ASSOCIATION,

By: s/ Jim Timberlake
JIM TIMBERLAKE - #14945
Baer Timberlake, P.C.
4200 Perimeter Center, Suite 100
Oklahoma City, OK 73102
Telephone: (405) 842-7722
Fax: (918) 491-5424

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and correct copy of the above and foregoing Motion with postage thereon fully prepaid to all parties claiming an interest in the subject property as listed below, and those parties listed on the attached Creditor's Mailing Matrix, on November 6, 2015.

Bill Joe Slaughter
30565 S Peaceful Valley
Inola, OK 74036

Dena Marie Slaughter
24462 S Meado Circle Rd
Claremore, OK 74019

The following persons should have received notice of the above and foregoing instrument on the same day it was filed by the Court's CM/ECF Electronic Noticing System.

Steven W. Soule
320 S. Boston Ave., Suite 200
Tulsa, OK 74103-3706

Gregory T. Colpitts
6506 S. Lewis, Suite 175
Tulsa, OK 74136

By: s/ Jim Timberlake
JIM TIMBERLAKE - #14945
Baer Timberlake, P.C.
4200 Perimeter Center, Suite 100
Oklahoma City, OK 73102
Telephone: (405) 842-7722
Fax: (918) 491-5424